NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PAID UP OIL AND GAS LEASE

PROD 88 5/04

THIS LEASE AGREEMENT is made as of the 11th day of November, 2008 between SYNERGY INDUSTRIES, LP, a Texas limited partnership, 12963 Oak Grove South, Burleson, Texas 76028, as Lessor and CARRIZO OIL & GAS, INC., 1000 Louisiana, Suite 1500, Houston, Texas 77002, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions including the completion of blank spaces, were prepared jointly by Lessors and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises.

That certain tract or parcel of land out of the Abner Lee Survey, Abstract No. 931, Tarrant County, Texas, being described in that certain Deed dated January 8, 2007 by and between John Young and wife, Shirley Ann Young as Grantors and Synergy Industries, L.P., a Texas limited partnership as Grantee, recorded in D207023951 of the Official Public Records, Tarrant County, Texas, containing 0.505 acres of land, more or less.

That certain tract or parcel of land out of the Abner Lee Survey, Abstract No. 931, Tarrant County, Texas, being described in that certain Deed dated December 19, 2005 by and between Walt Coram and wife, Joan Erickson Coram as Grantors and Synergy Industries, L.P., a Texas limited partnership as Grantee, recorded in D205379474 of the Official Public Records, Tarrant County, Texas, containing 2.007 acres of land, more or less.

That certain tract or parcel of land out of the Abner Lee Survey, Abstract No. 931, Tarrant County, Texas, being described in that certain Deed dated August 28, 2000 by and between Robert Bentley A/K/A Robert A. Bentley and wife, Cindy L. Bentley as Grantors and Bentley Services, LTD as Grantee, recorded in D200196785 of the Official Public Records, Tarrant County, Texas, containing 1.249 acres of land, more or less.

That certain tract or parcel of land out of the Abner Lee Survey, Abstract No. 931, Tarrant County, Texas, being described in that certain Deed dated May 25, 2000 by and between Odies Curry as Grantor and Bentley Services, LTD as Grantee, recorded in D200118505 of the Official Public Records, Tarrant County, Texas, containing 0.511 acres of land, more or less.

SEE EXHIBIT "A" ATTACHED HERETO FOR ADDITIONAL PROVISIONS OF THIS LEASE

In the County of Tarrant, State of Texas, containing 4.272 acres, more or less, (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas along with all hydrocarbon and nonhydrocarbon substances produced in association herewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane and other commercial gases, as well a normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute

- at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.
- 2. Term of Lease. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.
- 3. Royalty Payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be One-Fifth (1/5) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be One-Fifth (1/5) of the proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, and all such wells are either shut in or production therefrom is not being sold by Lessee such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. A shut-in well shall also include a well or wells drilled on the lease premises or lands pooled therewith which appear to the Lessee by the electric log to be productive of oil or gas. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold or produced by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before the end of each anniversary of the expiration of said 90-day period while the well or wells are shut in or production therefrom is not being sold or produced by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. This lease may not be perpetuated by the shut-in payment for any one period exceeding three (3) consecutive years.
- 4. Shut-in Payment. All shut-in royalty payments under this lease shall be paid or tendered directly to Lessor at the above address, or its successors, regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor by deposit in the U.S. Mails in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment.
- 5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such

dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or land pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee shall have the right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purposes of the forgoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well the unit shall be revised if necessary to conform to the pooling criteria that actually exists. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

- 7. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties, and shut-in royalties payable hereunder for any well on any part of the leased premises or land pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by the lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.
- 8. Ownership Changes. The interest of either Lessor or Lessee may be assigned, devised or otherwise transferred in whole or in part by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate at the address designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly, or separately in proportion to the interests which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations hereafter existing with respect to the transferred interests, and failure of the transferee to satisfy such obligations with respect to the transferred interests, shall not effect the rights of Lessee with respect to any interests not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.
- 9. Release of Lease. Lessee may, at any time and from time to time deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.
- 10. Ancillary Rights. In exploring for developing, producing and marketing all oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds, in exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial releases or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

- 11. Regulation and Delay. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.
- 12. Breach or Default. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.
- 13. Warranty of Title. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, through and under Lessor but not otherwise, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.
- 14. Addendum. An addendum is attached hereto and made a part hereof for all purposes.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR

SYNERGY INDUSTRIES, LP, a Texas limited partnership

BY:

Synergy Industries Management, Inc., General Partner

Walt Coram-President

ACKNOWLEDGEMENTS

STATE OF		
COÚNTY OF	Harr	15

This instrument was	acknowledged , 2008, by	before	me	on	the	1744	day	of
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Walt Coram, President of Synergy Industries Management, Inc, General Partner of Synergy Industries Limited Partnership.



Notary Public's Signature

EXHIBIT "A"

Attached hereto and made a part of that certain Oil, Gas & Mineral Lease dated November 11, 2008 by and between SYNERGY INDUSTRIES, LP, a Texas limited partnership, as Lessor and CARRIZO OIL & GAS, INC., as Lessee.

- 15. It is agreed and understood by all parties that the following provisions of this Exhibit shall supersede any provisions to the contrary in the printed lease to which this Exhibit is attached.
- 16. This lease does not grant any surface rights to Lessee and Lessee shall not have the right to conduct any operations on the surface of the leased premises. Lessee must seek permission from Lessor to enter upon the leased premises. Such permission shall only be granted by the Lessor at his sole and absolute discretion. Nothing contained herein shall limit Lessee's right to drill under any portion of the leased premises.
- 17. The royalties provided in Paragraph 3 herein shall be determined and delivered to Lessor free of any development, production, compression, processing, treating, transportation, delivery, marketing or like costs; however such royalties shall be subject taxes applicable to Lessor's share of production as paid by Lessee. Notwithstanding anything contained herein to the contrary, Lessee shall never be obligated to pay royalty on products produced, saved and sold by Lessee under this lease based upon a price higher than that realized by Lessee at the point of delivery nor shall Lessor's royalty on products produced, saved and sold by Lessee under this lease be paid based upon a price lower than that realized by Lessee at the point of delivery. For the purpose of this lease, point of delivery shall be defined as that point at which oil and/or gas or any other products produced by Lessee under this lease are no longer owned or controlled by Lessee.
- 18. Notwithstanding to the contrary herein, wherever the royalty one-fifth (1/5) appears, it is agreed and understood that the royalty shall be twenty-five percent (25%).
- 19. Lessee is hereby given the option, to be exercised at any time prior to the date on which this lease or any portion thereof would expire in accordance with its terms and provisions thereof, to extend this lease for a period of two (2) years as to all or any portion of the acreage then held hereunder which would expire unless so extended. The only action required by Lessee to exercise such option shall be the payment to Lessor and/or such parties entitled under any change of ownership according to Lessee's records, an additional consideration of the sum of Twelve Thousand Dollars (\$12,000.00) per net mineral acre owned by the party entitled to such payment at such time of the extension, in the acreage so extended. If the lease is extended as to only a portion of the acreage then covered thereby, Lessee shall designate such portion by a recordable instrument.
- 20. This Lease shall not be construed to include and Lessor expressly reserves hereby all of the sulphur, coal, lignite, uranium and other fissionable materials, geothermal energy, including entrained methane, hydrostatic pressure and thermal energy, base and precious metals and any and all other mineral substances, excepting only oil, gas and other liquid hydrocarbons and their respective constituent products expressly covered by this Lease,

presently owned by Lessor in, under or upon Leased Premises. Further, Lessor expressly reserves the right to perform or to grant the right to others to perform seismographic or other geological tests for minerals over and across the lands covered by this Lease, provided said operations do not interfere with Lessee's operations on the Lease. Lessor and Lessee shall each conduct their respective operations on the Leased Premises so as to not unreasonably to interfere with the operations or activities of the other.

- 21. Lessee agrees that all royalties accruing under this Lease shall be without deduction for the cost of producing, gathering, separating, compressing, dehydrating, storing, treating, processing, transporting and otherwise making the oil, gas and other gaseous or liquid hydrocarbons produced hereunder ready for sale or use or for the marketing thereof, but shall bear their share of all excise and severance taxes.
- 22. It is understood and agreed that if any part of this land is pooled into a unit capable of producing oil and/or natural gas, then all of this land must be pooled into a unit.
- 23. Lessee shall pay Lessor, or those entitled to receive same, the amount of any and all damages caused by any of Lessee's operations to plowed grounds, growing crops, livestock, wells, fresh water sands, fences, improvements or other property or to surface water drainage of any of Lessor's lands covered hereby, or in the vicinity thereof. If Lessee makes any use of any of Lessor's roads in connection with Lessee's operations hereunder, Lessee agrees to maintain such roads in good condition and repair during the period of Lessee's operations, and when Lessee ceases all operations hereunder Lessee will leave such roads in good condition and repair.
- 24. Lessee covenants and agrees to fully defend, protect, indemnify, hold harmless and render whole each party comprising Lessor, their representatives, agents and employees, and their respective heirs, successors, legal representatives and assigns, from and against each and every claim, demand or cause of action and any liability, cost, and/or expense (including, but not limited to, reasonable attorneys' fees and expenses incurred in defense of Lessor, their representatives, agents and/or employees) for damage or loss in connection therewith, which may be made or asserted by Lessee, Lessee's representatives, agents or employees, or which may be made or asserted by any contractor or subcontractor, contractor's or subcontractor's representatives, employees and/or agents of Lessee, on account of personal injury or death or property damage directly caused by, arising out of, or directly in connection with this Agreement, and of Lessee's operations both on the Premises, that was caused by the negligence or willful misconduct of Lessee, any contractor or subcontractor of Lessee (and/or any of their respective representatives, employees and agents but not including Lessor's representatives, agents and/or employees).

Lessee must give notice to Lessor of any claim, action, administrative proceeding or other demand by any other governmental agency or other party of any such claims, actions, or demands made as a result of any action by Lessee on the Lease.

25. In the event the Lessee herein, or any subsequent Assignee of Lessee, at any time during the effectiveness of this Lease transfers and/or assigns this Lease or any interest herein, Lessee shall contemporaneously with each such assignment and/or transfer give

written notice thereof by mailing a true and full copy of each and every instrument evidencing any and all such assignments and/or transfers to the Lessor of this Lease.

- 26. Lessor expressly reserves the right, and Lessee expressly grants to Lessor and any royalty owner the right, to audit production, revenue and the calculation and payment of revenues to Lessor and royalty owners, by such royalty owner giving Lessee notice of the exercise of this right and, within 30 days after receipt of such notice, Lessee shall make available to the requesting owner at Lessee's office in Houston, Texas during normal business hours all books and records directly related to the Lease and revenues there from, along with all other data necessary for royalty owner or his agent to audit such production, revenue and/or royalty payments. Lessor shall apply the accounting procedure utilized by Lessee so long as such procedure is accepted under general accounting practice and standards. If it is determined that royalty owner has not been correctly paid all sums owed him, then Lessee shall reimburse the requesting royalty owner for all unpaid revenues, late charges, and interest thereon.
- 27. It is further specifically provided that in the event it becomes necessary for Lessor to employ an attorney, or attorneys, to enforce any of Lessee's obligations hereunder and Lessor is successful in any court action to enforce same, Lessee agrees to pay all reasonable attorney's fees by Lessor in connection therewith.
- 28. If any term or provision of this Lease is declared invalid, void, or unenforceable for any reason, the remainder of the provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SIGNED FOR IDENTIFICATION:

LESSOR

SYNERGY INDUSTRIES, LP, a Texas limited partnership

BY:

Synergy Industries Management, Inc, General Partner

Walt Coram-President



WOODSTONE RESOURCES LLC 7500 SAN FELIPE ST, STE 475

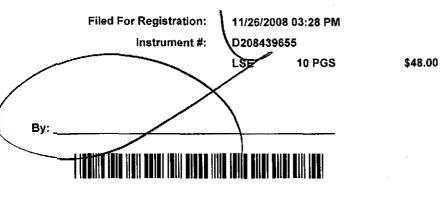
HOUSTON

TX 77063

Submitter: WOODSTONE RESOURCES

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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